

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK

U.S. EQUAL EMPLOYMENT OPPORTUNITY )	
COMMISSION, )	
)	
)	
Plaintiff, )	CIVIL ACTION NO. 19-cv-810-LEK-
)	DJS
)	
v. )	
)	
)	
)	
BIRCHEZ ASSOCIATES, LLC, RONDOUT )	
PROPERTIES MANAGEMENT, LLC, OVER C )	
MANAGEMENT CORPORATION, )	
CHAMBERS SENIOR HOUSING, L.P., )	
BIRCHES AT CHAMBERS, L.P., THE )	
BIRCHES AT SAUGERTIES, L.P., )	
BIRCHWOOD VILLAGE, L.P., and BIRCHES )	
OF ESOPUS SENIOR HOUSING, L.P. )	
)	
Defendants. )	
)	

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**CONSENT DECREE**

Plaintiff United States Equal Employment Opportunity Commission (“EEOC”) filed this action in 2019 alleging that Birchez Associates, LLC and Rondout Properties Management, LLC violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-1 *et seq.* when Birchez Associates, LLC and Roundout Properties Management, LLC owner and manager Steve Aaron subjected a class of aggrieved individuals to a hostile work environment because of their sex. In March 2021, the Complaint in this action was amended to add Chambers Senior Housing Limited Partnership, Birches at Chambers, L.P., The Birches at Saugerties Limited Partnership, Birchwood Village Limited Partnership, and Birches at Esopus Senior Housing, L.P. (the “Limited Partnerships”) and Over C Management Corporation as defendants. Birchez Associates, LLC,

Rondout Properties Management, LLC, the Limited Partnerships and Over C Management Corporation are collectively referred to herein as Defendants.

In March 2022, the Limited Partnerships, which own the housing complexes that were managed by the other Defendants, were sold to Beacon Communities, LLC or its affiliate. Beacon Communities LLC and its affiliate are not defendants in this matter, are unrelated to Steve Aaron and his family and were not involved in or aware of the discrimination at issue in this case. After the sale, the Limited Partnerships still own the affordable housing developments and have engaged a different management company to manage them which is an affiliate of Beacon Communities LLC. Birchez Associates, LLC, Rondout Properties Management, LLC, and Over C Management Corporation have ceased to employ any individuals and represent that they are no longer in business.

The EEOC, the Defendants, and the current owners of the Limited Partnerships have agreed that this action should be resolved by entry of this Consent Decree, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding on all the parties, including each Defendant's successors, assigns, subsidiaries, owners and any other entity with which they may merge or consolidate.

The Court has made no findings regarding the merits of this case, and this Consent Decree does not constitute an adjudication and/or finding on the merits of the case.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

#### **GENERAL PROVISIONS**

1. This Decree is final and binding on the parties and resolves all claims asserted by

the Complaint in this action and the underlying Charge Nos. 520-2019-02014, 520-2019-02029, and 520-2019-02081. This Decree in no way affects the EEOC's right to process any pending or future charges that may have been or will be filed against Defendants, and to commence civil actions on any such charges.

2. The parties to this Decree agree, and the Court finds, that this Court has jurisdiction of the subject matter of this action and of the parties to this Decree, that venue is proper, and that all administrative prerequisites have been met.

3. The terms of this Decree represent the full and complete agreement of the parties to this Decree.

4. By mutual consent of the parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and approved or ordered by the Court.

5. Whenever Defendants are required to send documents, reports, forms, or other materials to the EEOC pursuant to this Decree, Defendants will send such matters by electronic mail to [sebastian.riccardi@eeoc.gov](mailto:sebastian.riccardi@eeoc.gov) and "Consent Decree Monitor" at [decreemonitor.nydo@eeoc.gov](mailto:decreemonitor.nydo@eeoc.gov).

### **MONETARY RELIEF**

6. Within fifteen (15) business days of the entry of this Decree, Defendants will pay \$240,000 that will be distributed to Aggrieved Individuals in amounts to be determined by the EEOC within its sole discretion. Within five (5) business days of the entry of this Decree, the EEOC will send Defendants a spreadsheet containing the names, addresses, and amounts of damages and backpay for each Aggrieved Individual.

7. Defendants will make all required withholdings from the portions of the Payments representing back pay for applicable federal, state, and local income taxes and the employee share of federal payroll taxes. Defendants will be responsible for (and may not deduct from the Payments to the Aggrieved Individuals) any tax obligation Defendants incur as a result of these payments, including the employer's share of federal payroll taxes. Defendants will issue IRS Form W-2 to the Aggrieved Individuals for the portions of the Payments representing back pay, and IRS Form 1099 for the portions of the Payments representing emotional distress damages. Defendants will also issue to each Aggrieved Individual a statement identifying the nature and amount of each withholding. Defendants will contemporaneously send copies of each check, withholdings statement, and tax form to the EEOC.

8. All Defendants will be jointly and severally liable for ensuring the payments under Paragraph 6.

### **INJUNCTIVE RELIEF**

9. The Limited Partnerships will not, and will ensure that the company managing the properties they own will not, (1) subject any person employed in the management of the properties owned by the Limited Partnerships to harassment on the basis of sex; and (2) condition any job offer, interview, promotion, compensation, or any other privilege or benefit of employment on submission to an unwelcome sexual advance.

10. The Limited Partnerships will ensure that the company managing the properties that they own does not engage in retaliation of any kind against any person employed in the management of the properties owned by the Limited Partnerships because such person has opposed any practice prohibited by Title VII, filed a charge of discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights

under Title VII or this Decree, or because such person was identified as a possible witness in connection with this matter.

11. The Limited Partnerships agree that they will not permit Steve Aaron to have any involvement in the management of their businesses, or any successor businesses, and will prohibit him from entering any of the Limited Partnerships' offices or properties or directly communicate with any of the Limited Partnerships' employees, contractors, or agents. The Limited Partnerships also agree that they will not employ Stephen Fell or permit him to have any involvement in the management of their businesses or any successor businesses, except that the Limited Partnerships may communicate with him regarding matters related to the prior operation and management of the affordable housing developments.

12. Defendants Birchez Associates, LLC, Rondout Properties Management, LLC, and Over C Management Corp. represent that they do not employ any employees and have no plans to do so in the future. However, in the event any of these Defendants employ any employees during the term of this Decree they agree to be bound by the injunctions in Paragraph 9 and 10.

**ADOPTION, POSTING, AND DISTRIBUTION OF POLICY**  
**PROHIBITING EMPLOYMENT DISCRIMINATION**

13. The Non-Discrimination and Equal Employment Opportunity Policy attached as Exhibit A (the "Policy") has been adopted by the Limited Partnerships. The Policy has been distributed to all employees who manage the buildings owned by the Limited Partnerships ("Management Employees"), and the Limited Partnerships will distribute the Policy to new Management Employees. On an annual basis, the Management Employees will be provided the Policy and asked to acknowledge receipt. The attachment of the Policy to this Decree is not an endorsement by the EEOC or by the Court that Defendants have been or are in compliance with federal anti-discrimination laws.

14. The Limited Partnerships will provide a copy of the Policy to all Management Employees hired after the entry of this Decree within ten (10) business days of the start of their employment. The Limited Partnerships will redistribute the Policy to all Management Employees annually.

15. Within thirty (30) business days of the entry of this Decree, the Limited Partnerships will conspicuously display and maintain EEO posters in locations visually accessible to and commonly frequented by the Management Employees, and in locations typically used for posting notices directed to Management Employees or job applicants. When the Limited Partnerships provide the certification required in Paragraph 20, the Limited Partnerships shall also certify that the posters have been displayed and maintained.

### **TRAINING**

16. Within ninety (90) days of the entry of this Decree, and annually thereafter, the Limited Partnerships will provide all Management Employees who act in a supervisory or management role with no fewer than three (2) hours of live (either in-person or online) training on federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex and sexual harassment, as well as training on the Policy. Newly hired or promoted Management Employees in supervisory and management positions will be given the training within six (6) months after starting in the position.

17. Within ninety (90) days of the entry of this Decree, and annually thereafter, the Limited Partnerships will provide all Management Employees in non-management positions with no fewer than one and one-half (1.5) hours of live training (either in-person or online) on federal laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex and sexual harassment, as well as training on the Policy. Newly

hired Management Employees for non-management positions will be given the training within six (6) months after starting in the position.

18. The Limited Partnerships will obtain the EEOC's approval of the proposed trainer and the content the training required under Paragraphs 16 and 17, above. The Limited Partnerships will submit the name, address, telephone number, resume and training proposal of the proposed trainer (including copies of all materials the trainer proposes to display, distribute, or otherwise present) to the EEOC. In the event the identity of the trainer or content of the training must change, the Limited Partnerships will submit those changes for approval at least thirty (30) business days prior to the date of the next training session.

19. The training required by Paragraphs 16 and 17 will include the following elements:

- a. It will describe or portray real-world examples of conduct that is unacceptable in the workplace, including examples involving harassment based on categories protected by Title VII, with specific examples related to comments or treatment that would be offensive because of sex;
- b. It will be interactive, providing participants opportunities both to answer and ask questions about how to recognize and respond to potentially problematic behavior;
- c. It will explain the avenues available for reporting incidents of harassment or discrimination, and affirm that individuals who make complaints or reports will not be subjected to any form of retaliation or reprisal; that all complaints and reports will receive timely notice of the investigation's findings and conclusions; that the Limited Partnerships will take prompt and appropriate corrective action to remedy harassment and discrimination

in all its facilities; that the Limited Partnerships will keep complaints and reports and the identities of employees who make them confidential to extent practicable; and

- d. It will encourage bystander reporting, that is, it will convey that all individuals in the workplace are encouraged (and, for supervisors and managers, required) to take action if they observe any problematic behavior which they believe violate the harassment and/or discrimination policy, and it will explain how they can do so.

20. The Limited Partnerships will maintain attendance records identifying in legible form the name and job title of the attendees at each session and also containing the signature of each attendee, as well as copies of all training materials presented. Within thirty (30) days of the first annual training and annually thereafter, the Limited Partnerships will provide the EEOC a copy of the attendance records and all materials used during the training session.

#### **TERM OF DECREE AND RETENTION OF JURISDICTION**

21. This Decree will remain in effect for two (2) years from the date of entry, provided, however, that if, at the end of the term of the Decree, any disputes about compliance with the Decree remain unresolved, the term of the Decree will be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved. This case may be administratively closed but will not be dismissed. The Decree will expire by its own terms at the end of the two-year term, without further action by the parties or the Court, unless the duration of this Decree has been extended automatically pursuant to this Paragraph or by other order of the Court.

22. The Court will retain jurisdiction to enforce this Decree and its terms for all



purposes including, but not limited to, the entering of all orders, judgments and decrees as necessary to implement the relief provided herein for the duration of this Decree. A breach of any term of this Decree by Defendants will be deemed a substantive breach of this Decree for which EEOC may bring an enforcement action. No party will contest the validity of this Consent Decree or the jurisdiction of the Court to enforce this Consent Decree and its terms.

23. If during the Term of this Decree the EEOC believes that Defendants have failed to comply with any provision(s) of the Decree, the EEOC shall notify Defendants of the alleged non-compliance and shall afford Defendants fifteen (15) business days to remedy the non-compliance or satisfy the EEOC that Defendants have complied. If Defendants have not remedied the alleged non-compliance or satisfied the EEOC that they have complied within fifteen (15) business days, the EEOC may apply to the Court for relief, including modification of this decree or other relief that the Court determines to be appropriate.

#### **MISCELLANEOUS PROVISIONS**

24. Each party to this Decree will bear its own expenses, attorneys' fees, and costs.

25. The terms of this Decree are and will be binding on the present and future directors, officers, managers, agents, successors and assigns of all signatories. At least twenty-one (21) days prior to any sale or other transfer of Defendants' business or sale or other transfer of all or a substantial portion of Defendants' assets, Defendants will provide a copy of this Decree to any potential purchaser, potential transferee, or other potential successor.

26. When this Decree requires a certification by Defendants of any fact(s), such certification will be made in writing and under oath or penalty of perjury by an officer or management employee of Defendants.

APPROVED IN FORM AND CONTENT:

**FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

  
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JEFFREY BURSTEIN  
Regional Attorney

SEBASTIAN RICCARDI  
Senior Trial Attorney

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
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Fax: (212) 336-3623  
Email: [Sebastian.Riccardi@eeoc.gov](mailto:Sebastian.Riccardi@eeoc.gov)

**FOR DEFENDANTS BIRCHEZ ASSOCIATES, LLC, RONDOUT PROPERTIES  
MANAGEMENT, LLC, and OVER C MANAGEMENT CORPORATION**

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Authorized Signatory

**FOR DEFENDANTS BIRCHES AT CHAMBERS, L.P. AND BIRCHES AT ESOPUS  
SENIOR HOUSING, L.P., BY ITS OWNER AND SOLE MEMBER OF ITS SPECIAL  
LIMITED PARTNER, BEACON COMMUNITIES LLC**

  
\_\_\_\_\_  
Authorized Signatory

APPROVED IN FORM AND CONTENT:

**FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

\_\_\_\_\_  
JEFFREY BURSTEIN  
Regional Attorney

SEBASTIAN RICCARDI  
Senior Trial Attorney

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**FOR DEFENDANTS BIRCHEZ ASSOCIATES, LLC, RONDOUT PROPERTIES  
MANAGEMENT, LLC, and OVER C MANAGEMENT CORPORATION**

\_\_\_\_\_  
Authorized Signatory

**FOR DEFENDANTS BIRCHES AT CHAMBERS, L.P. AND BIRCHES AT ESOPUS  
SENIOR HOUSING, L.P., BY ITS OWNER AND SOLE MEMBER OF ITS SPECIAL  
LIMITED PARTNER, BEACON COMMUNITIES LLC**

\_\_\_\_\_  
Authorized Signatory

**FOR DEFENDANTS CHAMBERS SENIOR HOUSING LIMITED PARTNERSHIP, THE  
BIRCHES AT SAUGERTIES LIMITED PARTNERSHIP, AND BIRCHWOOD**

**FOR DEFENDANTS CHAMBERS SENIOR HOUSING LIMITED PARTNERSHIP, THE BIRCHES AT SAUGERTIES LIMITED PARTNERSHIP, AND BIRCHWOOD VILLAGE LIMITED PARTNERSHIP, BY ITS OWNER AND SOLE MEMBER OF ITS MANAGING GENERAL PARTNER, BEACON SUGAR MAPLE LLC**

757CC  
Authorized Signatory

SO ORDERED, ADJUDGED AND DECREED this 1st day of March, 2023.

  
Hon. Lawrence E. Kahn

Senior United States District Judge

4814-0508-0037, v. 1